

2013 DISASTER CASE MANAGEMENT

REQUEST FOR PROPOSALS

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ATTACHMENT A

STATEMENT OF ASSURANCES

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Human Services of the accompanying application constitutes the creation of a public document and as such may be made available upon request at the completion of the RFP process. This may include the application, budget, and list of applicants (bidder's list). In addition, I certify that the applicant:

- Has legal authority to apply for the funds made available under the requirements of the RFP, and has the institutional, managerial and financial capacity (including funds sufficient to pay the non Federal/State share of project costs, as appropriate) to ensure proper planning, management and completion of the project described in this application.
- Will give the New Jersey Department of Human Services, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Will give proper notice to the independent auditor that DHS will rely upon the fiscal year end audit report to demonstrate compliance with the terms of the contract.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. This means that the applicant did not have any involvement in the preparation of the RFP, including development of specifications, requirements, statement of works, or the evaluation of the RFP applications/bids.
- Will comply with all Federal and State statutes and regulations relating to non-discrimination. These include but are not limited to: 1.) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 34 CFR Part 100) which prohibits discrimination on the basis of race, color or national origin; 2.) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; 34 CFR Part 104), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et. seq.; 3.) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.; 45 CFR part 90), which prohibits discrimination on the basis of age; 4.) P.L. 2975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et. seq.) and associated executive orders pertaining to affirmative action and non-discrimination on public contracts; 5.) Federal Equal Employment Opportunities Act; and 6.) Affirmative Action Requirements of PL 1975c. 127 (NJAC 17:27).
- Will comply with all applicable Federal and State laws and regulations.
- Will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 CFR 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et. seq. and all regulations pertaining thereto
- Will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191 and the regulations adopted thereunder by the Secretary of United States Department of Health and Human Service (45 CFR, Parts 160, 162 and 164)
- Is in compliance, for all contracts in excess of \$100,000, with the Byrd Anti-Lobbying amendment, incorporated at Title 31 U.S.C. 1352. This certification extends to all lower tier subcontracts as well.

ATTACHMENT A

Page 2

- Has included a statement of explanation regarding any and all involvement in any litigation, criminal or civil.
- Has signed the certification in compliance with Federal Executive Orders 12549 and 12689 and State Executive Order 66 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. Will have on file signed certifications for all subcontracted funds.
- Understands that this provider agency is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Human Services.
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.

Applicant Organization

Signature: Chief Executive Officer or Equivalent

Date

Typed Name and Title

ATTACHMENT B

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510

ATTACHMENT C

DFD USE ONLY

Proposal # _____

**STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
2013 DISASTER CASE MANAGEMENT
PROPOSAL/AUTHORIZATION COVER SHEET**

PROPOSAL SUMMARY INFORMATION

Incorporated Name of Applicant: _____

Type: Profit _____ Non-Profit _____ CWA _____

Federal ID Number: _____ Charities Reg. Number: _____

Address of Applicant: _____

Address of Service(s): _____
(Attach list if necessary.)

County: _____

Service Regions (Counties): _____

Name of Proposal Preparer: _____

Contact person: _____ Phone No.: _____

Total dollar amount requested: \$ _____

Agency Fiscal Year End: _____

Total number of cases to be served: _____

Brief description of services to be provided:

AUTHORIZATION:

Chief Executive Officer (Print): _____

Title: _____

Signature _____ Date _____

ATTACHMENT D-1

**NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
BUDGET INFORMATION SUMMARY**

Date_____

Page ____ of ____

RFP Project Name: **2013 DISASTER CASE MANAGEMENT**

Agency Federal ID# _____

Agency Name _____

Address

Telephone # _____

Chief Exec. Officer

Charities Registration # _____

Agency: Non Profit Profit

Public _____ Hosp. Based _____

Budget Period _____

Agency Fiscal Year End

CONTRACT INFORMATION SUMMARY

(LIST ALL DEPARTMENT OF HUMAN SERVICES CONTRACTS)

[illegible]

ATTACHMENT D-2**STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
BUDGET INFORMATION SUMMARY**

Date_____

Page____of____

RFP Project Name **2013 DISASTER CASE MANAGEMENT**

Agency Federal ID # _____

Agency Name _____

Funding Request – Program Name (s) _____

Service (s) _____

RFP – BUDGET EXPENSE SUMMARY

BUDGET CATEGORIES	TOTAL COSTS	Contract Date mo./day/yr	mo./day/yr (2nd yr of contract, if applicable)	UNALLOWABLE COSTS
A. Personnel (including fringe benefits)				
B. Consultants & Professional Fees				
C. Materials & Supplies				
D. Facility Costs				
E. Specific Assistance to Clients				
F. Other				
G. Gen. & Adm. (G&A) Cost Allocation				
H. Total Operating Costs				
I. Equipment				
J. Total Cost				
K. Revenue (deduct)	()	()	()	()
L. Funding Request	\$	\$	\$	
Total Units of Service				
Unit Description				

The budget request shall indicate the Agency's total proposed budget for delivery of the service(s) reduced by the other sources (not DHS) of Funding (line K). Indicate the sources of funding and the dollar amounts for each:

Total Other Sources of Funding	\$	\$	\$

ATTACHMENT D-3

**STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
BUDGET INFORMATION SUMMARY**

Date _____

Page____of____

RFP Project Name: **2013 DISASTER CASE MANAGEMENT**

Agency Federal ID# _____

Agency Name _____

RFP – PERSONNEL DETAIL

[illegible]

ATTACHMENT D-4

**STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES**

BUDGET INFORMATION SUMMARY

Date _____

Page_____of_____

RFP Project Name: **2013 DISASTER CASE MANAGEMENT**

Agency Federal ID# _____

Agency Name _____

RFP – Budget Category Detail

[illegible]

BUDGET INSTRUCTIONS FOR ATTACHMENT D-1

Budget Information Summary

The budget information summary gives the Department of Human Services (DHS) information regarding the planned expenditure of funds for the programs and services being proposed in response to a request for proposal (RFP). **It is necessary that all information be completed on the budget forms. Failure to do so may negatively impact on the evaluation of the proposal.** Additional copies of the budget forms may be copied and attached as needed to ensure complete and accurate information. If you have questions regarding the completion of the budget forms, contact the person listed in the RFP for technical assistance. Review of the Department's Contract Reimbursement Manual, July 1986 edition, will also be helpful if questions arise.

Directions - Budget Information Summary

1. All identifying information must be provided in its entirety - information not completed may negatively impact on the review of the proposal.
2. Indicate the date of the proposal and the page number as part of the total budget information, i.e., Page 1 of 10.
3. Because the contract information summary requires a list of all Contracts now in effect with DHS, please list all current DHS Contracts by contracting division, the contract number, the name of the programs funded, services rendered and the current reimbursable ceiling (total funding amount) for each program.

Definitions

Program - that separation of units with a single identifiable individual name within the provider agency that may provide the same or different types of services for the client population. Example - ABC, Inc. has a day care center and two group homes, each having a name - ABC Day Care Center, the ABC Group Home, and CBA Group Home. Each would be listed as a program within the agency ABC, Inc.

Service - the need, which can be measured for monitoring purposes, for which the client is being included in the proposal.

BUDGET INSTRUCTIONS FOR ATTACHMENT D-2

Directions - Budget Expense Summary

1. Complete the identifying information at the top of the page. It is important that all information be completed in full.
2. The budget expense summary summarizes the expected expenditures by budget category, by program(s) as specified in the proposal. Please list all anticipated expenditures required to meet the needs of the proposal for services by the categories indicated on the form. Indicate the total for each category and then break out the total by program, listing the names of the programs in the column headings provided next to the column for total cost. Parenthesis means that the amount will be deducted where indicated.
3. List the anticipated level of service (Total Units of Service) for each program and the description of the unit to be used for measurement of service.
4. Indicate all other than the Department of Human Services funding sources for the programs in the proposal, the total amount and the total broken down by program.

Definitions

General and Administrative Costs (indirect costs) - represent costs incurred for common or joint objectives which are not readily assignable as a direct cost.

Unallowable Costs - those costs which are not reimbursable in a Contract with DHS as specified in the DHS July 1986 edition of the Contract Reimbursement Manual, Section 4.7.

Units of Service - the breakdown of the services used as a standard of measurement, e.g., hours, trips, meals.

BUDGET INSTRUCTIONS FOR ATTACHMENT D-3

Directions - Personnel Detail

(Make additional copies of this page, as needed, to ensure inclusion of all personnel data.)

1. Complete the identifying information at the top of the page.
2. Personnel detail requests a listing of all personnel involved in providing the services being proposed, including the percentage of time spent on each program. Please list each person and their position title, the total salary allotted to this proposal, the hours per week assigned to each program and any unallowable or general and administrative costs involved for each person.
3. Also indicate any vacant titles that will be filled to meet the obligations of this proposal.

BUDGET INSTRUCTIONS FOR D-4

Directions - Budget Category Detail

1. Ensure that all identifying information is completed, including the date and page number.
2. The budget category detail is intended to show which method was used to allocate the expenses to the various categories of the proposal. List the categories as indicated on the Budget Expense Summary A through G and I.
3. Indicate the basis for allocation and the total funding for each category. Then break out the total by program and indicate any unallowable and/or general and administrative costs.

Definitions

Cost Allocation - the distribution base used to allocate items or groupings of indirect costs in proportion to the relative benefit derived for the program with in the proposal. (Example - a building used by several programs of which only one is funded by DHS. The square footage may be used to prorate the expenses of the building and assigned according to contracted program usage.) If there is no indirect cost in the category, the cost basis is a direct cost which is identified specifically with a particular category.

Direct Cost - any cost which can be identified with a particular cost objective (category).

Indirect Cost - a cost, because of its incurrence for common or joint objectives, which is not readily assignable as a direct cost.

ATTACHMENT E

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES

ADDENDUM TO REQUEST FOR PROPOSAL FOR SOCIAL SERVICE AND TRAINING CONTRACTS

Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility which assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

As used in this document "provider agency" or "provider" means any person, firm, corporation, or other entity or representative or employee thereof which offers or proposes to provide goods or services to or performs any contract for the Department of Human Services.

In compliance with Paragraph 3 of Executive Order No. 189, no provider agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such provider agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any provider agency shall be reported in writing forthwith by the provider agency to the Attorney General and the Executive Commission on Ethical Standards.

No provider agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such provider agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No provider agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No provider agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the provider agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with provider agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

ATTACHMENT F

EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____ Solicitation Number _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location(s) by County
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
[Name of Organization or Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

ATTACHMENT G

Public Law 2005, Chapter 51, (Formerly Executive Order 134), Executive Order

117 Requirements for Eligible Applicants

Certification and Disclosure Instructions and Form

- Public Law 2005, Chapter 51 (Formerly Executive Order 134) “Pay to Play” Certification and Disclosure Form, and Executive Order 117 Certification of Compliance forms, DPP c51 - C&D, Rev. 11-17-2008 can be downloaded at:

<http://www.state.nj.us/treasury/purchase/forms.shtm>

In order to be considered eligible for funding consideration, all Applicants must submit one completed original and one copy of the “Certification and Disclosure” form along with their proposals.

The form is not to be included as part of the Applicant’s proposal package, but as **a separate and distinct document** *that must be submitted together with the Applicant’s proposal.*

ATTACHMENT H

Minimum Requirements for Computer Purchases for DCM Program

Laptops

15 Inch Screen

2nd generation Intel CORE i3 processor

6 GB memory, 500 GB hard drive

8x CD/DVD reader/burner

Built in Wi-Fi

Windows 7

Microsoft office Home and Business 2010

2-year complete coverage warranty

2-year antivirus coverage (MacAfee or Norton)

Average cost as of September 2012 is \$1200.00

Printers

All in one printer, scanner and fax

Network capable

Average cost as of September 2012 is \$195.00

ATTACHMENT I



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
PO Box 716
TRENTON, NJ 08625-0716

June 15, 2010

JENNIFER VELEZ
Commissioner

JEANETTE PAGE-HAWKINS
Director
TEL: (609) 588-2000

Executive Director
Third Party Provider

Dear Executive Director:

In early May 2010, I sent you a listing of eight (8) contract amendments that will go into effect upon your agency's contract renewal on or after July 1, 2010. Since then, both the Departments of Human Services (DHS) and Children and Families (DCF) have received inquiries from the provider community seeking clarification on various aspects of the amendments. In an effort to be responsive, we have reworked and redrafted several elements.

Attached, please find a copy of the updates, which include the following changes:

1. Amendment #3, Compensation Limitation for Fringe Benefits has been removed pending further discussion and consideration;
2. Clarifications have been made to the conditions permitting:
 - (a) Severance payments;
 - (b) Allowable tuition reimbursement costs;
 - (c) Reimbursable training expenses;
 - (d) In-state and out-of-state travel provisions; and
 - (e) The inclusion of leased fleet management practices.

Further, a decision has been reached to reduce your agency's contract reimbursable ceiling only by an equivalent amount of savings resulting from the salary limitations prescribed in contract amendments #1 & 2, where applicable. Cost savings resulting from the other amendments may be redirected into other cost components of your agency's operating budget.

Frequently asked questions related to the contract amendments will be compiled and posted on the DHS web-site at <http://www.state.nj.us/humanservices/index.shtml> shortly.

Thank you for your continued work and advocacy on behalf of New Jersey's vulnerable populations

Sincerely,

A handwritten signature in black ink, reading "Page Hawkins".

Jeanette-Page Hawkins
Director

Attachment

ATTACHMENT J

Amendments to Third Party Contract Language

1) Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses)

The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

- (i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- (a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary);
- (b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900);
- (c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850);
- (d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

- (ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

- (iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;
- (iv) The Full- or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;
- (v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in (1)(i) or 1(ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in (1)(i) or (1)(ii);
- (vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in (1)(i) or (1)(ii);
- (vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in (1)(i) or (1)(ii).

2) Salary Compensation Limitation for Physician and Advanced Practice Nurses

The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

- (i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;
- (ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 1(ii).

3) Compensation Limitation for Fringe Benefits

This section is being reserved for future consideration.

4) Compensation Limitation for Employee Severance Agreement

The amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions unless an exception has been approved by the Departmental Component for a specific circumstance:

- (i) If the Provider Agency has an established written uniform severance agreement for all employees covered under the contract:

- (a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);
 - (b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment;
 - (c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).
- (ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employees covered under the contract.

5) Compensation Limitation for Employee Travel Expenses

The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions

- (a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;
- (b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component.
- (c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov> for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:**

The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental contracting authority prior to such travel.

(iii) **Out-of-State-Provisions:**

- (a) The Provider Agency must obtain prior-approval from the departmental contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00);
- (b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental contracting authority shall not be eligible for reimbursement under the contract.

6) **Compensation Limitation for Employee Tuition Reimbursement**

The amounts paid under this contract to the Provider Agency for tuition reimbursement and related expenses are subject to the following conditions:

- (i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards, or;
- (ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget, and;
- (iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with (6)(i) or (6)(ii).

7) **Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events**

The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

- (i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;
- (ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, bagels.

8) Criteria for and Processing a Vehicle Request

The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

- (i) The Provider Agency must request written approval from the departmental contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:
 - (a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;
 - (b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;
 - (c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;
 - (d) Submission of three (3) written bids for the same year, make, model, and option package;
 - (e) If the vehicle is a replacement vehicle, documentation consistent with (8)(ii) below;
 - (f) Any exceptions to the criteria and purchasing requirements (8)(i)(a)-(e), will be dealt with on a case by case basis with the departmental contracting authority;

- (g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with (8)(i)(d).
- (ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions: (a) odometer reading exceeds 125,000; (b) vehicle age is 10 years or older; (c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle; (d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year; (e) vehicle was involved in an accident and deemed “totaled” by the insurance carrier; (f) upon written request supported by sufficient documentation, the Departmental contracting authority determines that the vehicle is no longer road worthy and unsafe to drive;
- (iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers;
- (iv) When a provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle by vehicle basis.

ATTACHMENT K

Amendments to Third Party Contract Language

Frequently Asked Questions

The State's Fiscal year 2011 budget required every department to maximize existing resources during fiscally challenging times. In combination with a variety of other mission-driven initiatives, the Departments of Human Services (DHS) and Children and Families (DCF) collaborated to re-define allowable costs within third party contracts. The contract amendments detail parameters for the use of state contract funds with respect to employee salaries, severance packages, travel, conference attendance and continuing education. Below you will find a comprehensive Q&A based upon inquiries from providers impacted by the contract amendments.

Scope of Amendments

Question: Are any organizations exempt from the two Departments' implementation of the Third Party Contract Amendments ("Amendments")?

Answer: No. ALL organizations that have Third Party Contracts with either Department, regardless of whether the organization is for-profit, not for profit, a hospital, or another branch of government are subject to the Amendments, effective with contracts entered into or renewed on or after July 1, 2010. However, any fixed/fee for service rate contracts set prior to the adoption of these amendments is not subject to these amendments. Any new or modified fixed/fee for service contracts entered into after July 1, 2010 will be subject to these contract amendments.

Question: Do the Amendments apply to Vendor, Individual Provider Agreements, or Professional Service Consultant contracts?

Answer: No, Vendor, Individual Provider Agreements, or Professional Service Consultant contracts are not impacted by these Amendments.

Question: What if my agency has a contract with "fixed rate" or "fee for service" components and "estimated claims" components?

Answer: The Contract Amendments will be applied to the "estimated claims" components which renew on or after July 1, 2010. If the rates/fees are increased, the Contract Amendments will be applied to the "fixed rate" or "fee for service" unit cost, regardless of when the rates were established.

Question: When do the Amendments take effect?

Answer: The Amendments take effect with contracts renewing on or after July 1, 2010.

Question: If I have a contract that renews on the calendar year, when do the Amendments take effect?

Answer: Contracts renewed on a calendar year basis will have these Amendments take effect on January 1, 2011, and continue prospectively thereafter.

Question: How will the Amendments impact contract reimbursable ceilings for contracts renewing on or after July 1, 2010?

Answer: Each Department is committed to working directly with each provider as each incorporates these Amendments into contracts. Your Contract Administrator will work with your agency to modify your agency's contract, consistent with the Amendments and the revised policy requirements. This may result in a lower reimbursable ceiling for Provider Agencies whose employee(s) exceed the salary limitations as prescribed in Amendments #1 and #2. Provider Agencies will be permitted to redirect any non-salary contract savings that may accrue as a result of limitations prescribed in Amendments #4 through #8 as otherwise permitted by contract policy and upon Departmental approval into other cost components of the agency's reimbursable budget.

Amendments #1 and #2: Salary Compensation Limitation

Question: How will my agency's gross revenue be determined for purposes of establishing DCF and DHS' participation towards agency employees' salaries?

Answer: An organization's gross revenue will be based upon the "Total Support and Revenues" reported in the most recent consolidated audit report submitted by the organization to DCF and/or DHS.

Question: What if an agency is one division or entity within a larger organization?

Answer: If your agency submitted an unconsolidated audit, your agency's gross revenue will be based on the revenue reported in the unconsolidated audit. If your agency submitted a consolidated audit, the revenue will be based on the larger organization's revenue as reported in the audit. At this point in time, your agency will not be required to submit an unconsolidated audit.

Question: What if my agency contracts with multiple Divisions within one Department and/or contracts across Departments?

Answer: Each Department's Divisions and both Departments will coordinate to ensure that they are utilizing the same audit information to establish an agency's revenue base.

Question: Is Medicaid revenue considered non-contract funding?

Answer: Medicaid revenue accounted for as part of a contract with DCF or DHS is considered contract funding and may not be redirected to offset the limitations outlined in the Contract Amendments.

Question: Some multi-state agencies utilize management contracts with the out of state organization. How will these management contracts be impacted by the new contract language related to limitations on salary and fringe benefits?

Answer: The Salary Compensation Limitations as set forth in the Contract Amendment cover only the individuals compensated in whole or part through the contract directly or in the case of multiple levels of G&A allocation, as employees. The Salary Compensation Limitations do NOT address salaries and/or fringe benefits for consultants or work done by sub-contractors.

Question: What is the possibility of applying the executive salary proration to the salary only, without doing so as a percentage?

Answer: Executive and Administrative salaries will be calculated based upon the percentage of time spent on performing services on behalf of the Provider Agency that are directly related and allocable to the State contract. For example, a CEO in a Provider Agency with gross revenues of over \$20 million will be categorized in the top salary “tier” and the Department’s participation will be limited to a maximum compensation of \$141,000 annually. If the CEO only provides 10% of his/her time working directly on the contract, then the maximum compensation in which the Department will participate would amount to \$14,100 (10% of \$141,000).

Question: Will the limitation apply to physicians who are independent contractors?

Answer: No, the salary limitations only apply to employees of the Provider Agency under contract with a DHS or DCF contracting component.

Question: When will contract ceiling reductions take place: at the beginning of the fiscal year or at the end?

Answer: Affected contracts will be reduced prior to the end of the fiscal year and contract modifications may be needed to implement the changes retroactive back to July 1, 2010. Provider Agencies that are reimbursed on a “Fixed rate” and/or “Fee for Service” basis will have their contracts reduced at the time that rates are renegotiated due to, but not limited to: 1) an expansion of existing services; 2) a provision is made for new services performed by the Provider Agency.

Question: How will the Department(s) determine what the aggregate is with regard to salary compensation limitation for multiple DHS and DCF contracts?

Answer: The Departments have established a database of Provider Agencies that have contracts with both Departments. Contract Administrators will access this database and based upon the “gross revenues” of the organization, will use the prescribed salary limitation cap established for the revenue “tier” as stated in the Contract Amendment. This salary cap will then be applied against the set number of hours for each employee(s) identified in Annex B, whose salary exceeds the salary limitation guideline. For example, if a Provider Agency’s director works 60 percent of his/her time on a DHS contract and 40 percent of his/her time on a DCF contract, than

the contracts would reflect a salary base of \$84,600 (60% of \$141,000) in DHS, and \$56,400 salary base in the DCF contract.

Question: Will contract reductions apply to only one specific contract or will salary adjustments be made to all DHS and DCF contracts?

Answer: Contract reductions will be made to all affected contracts where an employee(s) salary exceeds the prescribed salary limitation. The maximum allowable salary will be prorated to each contract so that, in aggregate, the employee(s) will not exceed the total salary limitation. For example, if there are four individual contracts held between two or more divisions within DHS or DCF, the total maximum allowable salary would amount to \$141,000 and will be prorated depending on the amount of time the employee performs services for each contract.

Amendment #3: Fringe Benefits

Please note that the language in the May 2010 draft of Amendments included Compensation Limitation for Fringe Benefits (Amendment 3). This Amendment has been removed pending further discussion and consideration. Limitations on Fringe Benefits will not be implemented with July 2010 renewals.

Amendment #4: Employee Severance Agreements

Question: Does the language limiting the use of contract monies towards “severance agreements” also restrict the use of contract monies towards accrued time (i.e. vacation days and/or sick days) owed to the employee?

Answer: No, not at this time.

Question: Would an agency be allowed to maintain its current severance policy if, for instance, that agency has a uniform, across the board policy of four weeks’ pay rather than two?

Answer: An agency may establish a severance policy in excess of two weeks; however funds from the DCF/DHS contract may only be used towards the first two weeks, unless the agency has obtained an exception from the Departmental Component.

Question: In the contract documents “Severance” is defined as “dismissal wages”. Is this the definition being used in the amendments document?

Answer: Yes. The two terms “dismissal wages” and “severance agreements” are used interchangeably.

Amendment #5: Compensation Limitation for Employee Travel Expenses

Question: Is it permissible for providers to charge the cost of conferences under Amendment 7 and charge the cost of travel under Amendment 5?

Answer: No. The two Amendments focus on different activities. Amendment 7 limits the use of funds for agency sponsored events that benefit agency staff. Amendment 5 clarifies the scope of costs that may be charged to a DCF/DHS contract for agency employees to attend non-agency sponsored conferences.

Question: The Amendment states that contract funds may be used to reimburse employees for mileage up to the federal reimbursement rate. May providers increase the mileage allowance?

Answer: Provider Agencies may increase the mileage allowance they pay employees so long as there are funds available within the contract to do so; however, the contract with the Departmental Component will not reimburse the Provider Agency above the Federal mileage allowance.

Amendment #6: Compensation Limitation for Employee Tuition Reimbursement

Question: Will the Departments be willing to consider any additional costs in tuition reimbursement on a case-by-case basis based on the size of the organization? Larger agencies with a significant number of staff will be penalized with a dollar limit for tuition reimbursement of \$5000.

Answer: The Departments will allow Provider Agencies to allocate contract monies, not to exceed the lesser of \$5000 or 1% of the operating budget for tuition reimbursement costs. Any costs above this limitation will be borne entirely by the Provider Agency.

Amendment #7: Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events.

Question: Is it permissible for providers to charge the cost of conferences under Contract Amendment 7 and charge the cost of travel under Amendment 5?

Answer: No. (As referred to in Amendment #5) The two Amendments focus on different activities. Amendment 7 limits the use of funds for agency sponsored events which benefit agency staff. Amendment 5 clarifies the scope of costs which may be charged to a DCF/DHS contract for agency employees to attend non-agency sponsored conferences.

Question: Do the limitations placed on refreshments apply to mandated all-day trainings for new employees?

Answer: Yes, Provider Agencies will only be reimbursed for the cost of nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries. Any additional costs will be borne entirely by the Provider Agency.

Amendment #8: Criteria for and Processing a Vehicle Request

Question: Are providers who received approval from DCF or DHS to use contract funds to lease vehicles required to terminate those leases when their DCF/DHS contract renews?

Answer: No, agencies are not expected to terminate vehicle leases upon the renewal of their DCF/DHS contract(s). Provider requests to enter into vehicle leases on or after July 1, 2010 (regardless of the contract renewal date) will be subject to the terms outlined in the Amendment Section 8(iv).

Question: Do Provider Agencies have the discretion to permit their employees to take agency vehicles home?

Answer: Yes, however vehicles purchased with DCF/DHS funds are to meet programmatic needs. DCF and DHS recognize that Provider Agencies transport clients in agency owned vehicles and there are occasions where it is expedient for an employee to travel directly from his/her home to the client's residence. DCF and DHS also recognize job responsibilities might require an agency employee to travel among sites.

Question: What is the process for approval for the fleet management program? How often will the process need to be completed? Will it be completed with each contract renewal or can it be done every two years if there are no changes to the fleet program? If the fleet management program does not include any leased vehicles, is approval still needed for the program? Specify how the approval process would work for the four ways that most providers acquire vehicles: outright cash, financing, capital lease, and operating lease.

Answer: If a Provider Agency currently maintains a fleet management program and leases the vehicles necessary to carry out the functions under the prescribed contract, the associated costs to maintain this fleet will be reviewed by the Contract Administrators at the time of contract renewal. For those Provider Agencies that lease vehicles under a fleet management program, once the Contract Administrator has reviewed and approved the program, no further approval will be required for the replacement of a vehicle when the lease expires or the vehicle is no longer roadworthy. Any other purchase of a vehicle, whether by cash, financing, capital lease or operating must follow the procedures of your contracting entity. Any exceptions to the contract amendment pertaining to the replacement or new vehicle purchase will be handled on a case by case basis with the respective Department Contracting component.

ATTACHMENT L

DISASTER GRANT AGREEMENT ARTICLES AND ASSURANCE COMPLIANCE

2 CFR Part 215	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
2 CFR Part 220	Cost Principles for Educational Institutions (OMB Circular A-21)
2 CFR Part 225	Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

EXHIBIT C

DISASTER GRANT AGREEMENT ARTICLES

ARTICLE I. The United States of America through the Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security (hereinafter referred to as "FEMA") or his/her delegate, agrees to grant to the State of New York (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the Grant Program authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), and activated in the FEMA-State Agreement for FEMA-4086-DR. The Grantee agrees to abide by and comply with: the grant terms and conditions as set forth in this document, all provisions of the State Administrative Plan for each disaster grant, and all conditions contained in the FEMA-State Agreement. These Grant Agreement Articles do not apply to the Individuals and Households Program -Other Needs Assistance, when it is administered under the FEMA or Joint Option.

ARTICLE II. This agreement takes effect at the time the FEMA-State Agreement is executed and remains in effect until the grant program(s) has been closed by FEMA. Refer to obligating documents for funding information.

ARTICLE III. The Grantee agrees to comply with all applicable laws and regulations, including but not limited to the following laws, regulations, and OMB circulars that govern standard grant management practices and are incorporated into this Agreement by reference. Due to the nature of grant administration following a Presidential declaration of a disaster or emergency, some variance from standard practice may be warranted upon determination by FEMA.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5208 (Stafford Act) Title 44 of the Code of Federal Regulations (CFR), which includes Part 13, FEMA's

implementation of OMB Circular A-I 02, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments ARTICLE IV. The specific terms and conditions of this agreement are as follows:

2 CFR Part 215	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-II 0)
2 CFR Part 220	Cost Principles for Educational Institutions (OMB Circular A-21)
2 CFR Part 225	Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2 CFR Part 230	Cost Principles for Nonprofit Organizations (OMB Circular A-I 22)
45 CFR Part 74	Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts With Hospitals.
48 CFR31.2	Federal Acquisition Regulation, Contracts with Commercial Organizations.
OMB Circular A-133	Audits of States, Local Governments, and Non-Profit Organizations
31 CFR §205.6	Funding Techniques
ASSURANCES	Submitted with the SF 424, Application for Federal Assistance

ASSURANCE COMPLIANCE: The certifications signed by the Grantee in the FEMA-State Agreement relating to maintenance of a Drug-Free Workplace (44CFRPart17) and New Restrictions on Lobbying(44CFRPart18) apply to this grant agreement and are incorporated by reference.

2. CLOSE OUT:

- a. Reports Submission: Per 44 CFR § 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial Performance or Progress Report; (2) Financial Status Report (SF 269) which has been now replaced by the Federal Financial Report (SF 425) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.
- b. Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

c. **Records Retention:** Records shall be retained for 3 years(except in certain rare circumstances described in 44 CFR § 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR § 13.42.

3. **CONSTRUCTION REQUIREMENTS:** Prior to the start of any construction activity, the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

4. **COPYRIGHT:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

5. **COST SHARE:** The Grantee shall follow the cost-sharing requirements in 44 CFR § 13.24. Project cost-share shall be available with the approval of each project. Performance Period Project Completion extensions shall not be approved for delays caused by lack of cost-share funding.

6. **ENFORCEMENT:** Enforcement remedies shall be processed as specified under 44 CFR §13.43 when the Terms and Conditions of this Cooperative Agreement are not met.

7. **FUNDS TRANSFER:** No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA.

8. **INSURANCE:** In compliance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person who receives federal assistance for the repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance if the property is located in a Special Flood Hazard Area.

9. **PAYMENT PROCESS:** The Grantee shall be paid using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink) provided the Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and Subgrantees. The Grantee commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting as per FEMA requirements, using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary recipient.

10. **PERFORMANCE PERIODS:**

- a. Program/Grant Award: All grant awards activities, including all projects and/or activities approved under each grant award, shall be completed within the time period prescribed in FEMA regulations and on the obligating documents.
- b. Extensions: Written request for an extension will include information and documentation to support the amendment and a schedule for completion. No subsequent grant agreements, monetary increase amendments, or time extension amendments will be approved unless all financial and performance reports have been submitted to the appropriate Regional Office. Extensions to performance periods shall be in compliance with program regulation timeframes. Extensions shall not be approved for delays caused by lack of cost-share funding. Only the FEMA Regional Administrator or Disaster Recovery Manager can approve exceptions to this policy.

11. RECOVERY OF FUNDS:

- a. The State will process the recovery of assistance through error, misrepresentation, or fraud, or if funds are spent inappropriately. A list of applicants/subgrantees from whom recoveries are processed will be submitted on the quarterly progress report to allow FEMA to adjust its program and financial information systems.
- b. Adjustments to expenditures will be made as funding is recovered and will be reported quarterly on the Federal Financial Report.
- c. The State will reimburse FEMA for the Federal share of awards not recovered through quarterly financial adjustments within the 90-day close out liquidations period.
- d. All fraud identifications will be reported to the DHS Office of Inspector General and the State agrees to cooperate with any investigation conducted by the DHS Office of Inspector General.
- e. The State shall reimburse FEMA the amount of funding recovered through the recapture of outstanding checks not claimed by recipients of assistance. The recovered funds shall be submitted to FEMA within 30 days from the expiration date printed on the check. A list of outstanding checks with check expiration dates shall be submitted to FEMA with the final progress/performance report.

12. REFUND, REBATE, CREDITS: The State shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

13. REPORTS:

- a. Federal Financial Report: The Grantee shall submit Federal Financial Reports, SF 425, to the FEMA Regional Office 30 days after the end of the first federal quarter following the initial grant award. (The Disaster Recovery Manager may waive this initial report.) The Grantee shall submit quarterly financial status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30.
- b. Performance Report:
 - If applicable, the Grantee shall submit performance/progress reports in compliance with each program identified under the FEMA-State Agreement to the FEMA Regional

Office 30 days after the end of the first federal quarter following the initial grant award. The Disaster Recovery Manager may waive the initial report. The Grantee shall submit quarterly performance/progress status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30.

— The quarterly performance/progress reports shall include a status of the project's completion, amount of expenditures, and amount of payment for advancement or reimbursement of costs for each project funded under each of the programs authorized under the FEMA-State Agreement.

c. Final Reports: The State shall submit a Final Federal Financial Report and Performance Report 90 days from each program's grant award performance period expiration date.

d. Enforcement: The Disaster Recovery Manager or the Regional Administrator may suspend drawdowns if quarterly reports are not submitted on time.

14. **TERMINATION:** Either the Grantee or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested, to the FEMA Regional Administrator/Disaster Recovery Manager or the Governor's Authorized Representative, as applicable. The Grantee's authority to incur new costs will be terminated upon arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the grant award will be commenced and processed as prescribed under Article IV.2.

ATTACHMENT M

2013 DISASTER CASE MANAGEMENT **REQUEST FOR PROPOSALS** **CHECKLIST**

THE FOLLOWING ITEMS MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE, AS INDICATED. Failure to submit any documents, as required, may deem your proposal ineligible for funding consideration.

Please complete this checklist by entering a **check mark (✓)** next to each document included in your proposal **or (N/A)** if the document is not required for your agency.

One signed original and **five copies** of the proposal **which includes the following:**

- Table of Contents
- Statement of Assurances (**ATTACHMENT A**) **SIGNATURE REQUIRED**
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (**ATTACHMENT B**) **SIGNATURE REQUIRED**
- Proposal/Authorization Cover Sheet (**ATTACHMENT C**) **SIGNATURE REQUIRED**
- Budget Information Summary & Instruction (**ATTACHMENT D**)
- N.J.S.A. 52:34-13.2 Source Disclosure Certification Form (formerly known as Executive Order 129) (**ATTACHMENT F**) **SIGNATURE REQUIRED**
- Public Law 2005, Chapter 51/EO 117, (formerly Executive Order 134) Certification and Disclosure Instructions and Form (**ATTACHMENT G**)
- Program Narrative (**Not to exceed 20 single-spaced, one-sided pages**)
- Copy of the Applicant's organizational chart
- Copy of the most recent organization-wide audit report or current financial statement (**original proposal only**)
- List of the Board of Directors, Officers and their terms (**non-profits only**)
- Charitable registration status (**non-profits only**)
- Applicant's Certificate of Incorporation
- Completed Check-Off List (**See ATTACHMENT M**)

ATTACHMENT N

New Jersey Department of Human Services

Division of Family Development
3 Quakerbridge Plaza Road
Quakerbridge Road
Mercerville, New Jersey 08619
(609) 588-2290

DIRECTIONS

FROM NORTH

1. Take the New Jersey Turnpike South to Exit 7A (to I-195);
2. Take I-195 West to exit for I-295 North (Exit is on the right);
- 3 Stay on I-295 North to Exit 65A (Sloan Ave. **East**)
4. Exit I-295 onto Sloan Ave. East and proceed to second traffic light (Quakerbridge Road)
5. Turn left onto Quakerbridge Road and proceed to the first traffic light and turn left into the Quakerbridge Plaza complex. Make the first left and the first right and building numbered 3 is the second one-story building on your left. Enter in the door marked **State of NJ, Division of Public Welfare** and follow signs to the **Office of Grants Management**.

Please note that the building is protected by a security system and you may need to use the telephone outside the door to your right to call and gain entrance to the building. The list above the telephone identifies the appropriate number to dial for the Office of Grants Management.

FROM SOUTH

Take Route 206 North to I-295 North

Get on I-295 North and follow directions 3 – 5 above.

OR

Take the New Jersey Turnpike North to Exit to I-195

Exit Turnpike and follow directions 2 – 5 above.

ATTACHMENT O

DIRECTIONS TO THE TECHNICAL ASSISTANCE CONFERENCE SITE

**DIVISION OF FAMILY DEVELOPMENT
Building 6, 2ND Floor, Conference Room 2J
7 Quakerbridge Plaza
Mercerville, NJ 08619
(609) 588-2290**

FROM NORTH

1. Take the New Jersey Turnpike South to Exit 7A (to I-195);
2. Take I-195 West to Exit for I-295 North (Exit is on the right);
3. Stay on I-295 North to Exit 65A (Sloan Ave. **East**)
4. Exit I-295 onto Sloan Ave. East and proceed to second traffic light (Quakerbridge Road)
5. Turn left onto Quakerbridge Road and proceed to first traffic light and turn left into Quakerbridge Plaza complex. Make the first left and proceed to the stop sign. Turn right and the first three-story building on your right is Building 6. **You must sign in with the police officer on duty in Building 6 and obtain a pass prior to proceeding to the meeting room which is located in Building 6, 2nd Floor in the Library.**

FROM SOUTH

Take Route 206 North to I-295 North;
Get on I-295 North and follow directions 3 – 5 above.

OR

Take the New Jersey Turnpike North to Exit to I-195
Exit Turnpike and follow directions 2 – 5 above

ATTACHMENT P

PRE-REGISTRATION FORM

[] Number of people attending (maximum of 2 persons)

Name: _____

Agency: _____

Address: _____

Telephone No. _____

Fax No. _____

Please provide the following information if any person attending the Conference will require special accommodations due to a disability.

Special Accommodation? _____ Yes _____ No

Accommodation Required: _____